

WHEREAS, The said J. W. McCoskrie Company, Inc., a Kansas Corporation

being justly indebted to said second party in the principal sum of Two Hundred Twenty-five Thousand and No/100 ----- 4 Dollars (\$225,000.00), for money borrowed, has executed and delivered to said second party its certain principal promissory note numbered 11038, bearing even date herewith, for the sum of Two Hundred Twenty-five Thousand and No/100 ----- Dollars (\$225,000.00),

together with interest thereon as set forth in said note, payable in monthly installments of One Thousand Six Hundred Twelve and 02/100 Dollars each, beginning on June 1, 1960 and on the first day of each succeeding month thereafter until the whole sum named is fully paid, balance if not sooner paid to become due May 1, 1980. Each installment shall be applied first to payment of interest and then on the unpaid balance of the principal sum. Interest at the rate of 6% per annum on the amounts of principal advanced from the days on which the advances are made shall be paid on the first day of each month following the date of the first advance, to and including May 1, 1960.

both principal and interest payable to the order of said second party at the office of Wilson D. Wood Mortgage Company in Kansas City, Missouri, or at such other place as the legal holder hereof may, from time to time, in writing designate, in lawful money of the United States, or its equivalent in exchange on New York. Said note or notes further provide that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable without notice. Both principal and interest are to bear interest at the rate of ten per cent per annum after default or maturity.

NOW, if the said J. W. McCoskrie Company, Inc., shall well and truly pay, or cause to be paid, the sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, or should there be a breach of any of the other covenants herein contained, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors or assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part.

And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, (1) furnish and leave with second party during the existence of said loans, abstract of title to said land; (2) keep the improvements upon said land constantly insured until said notes be paid, against loss by fire for the sum of at least Two Hundred Twenty-five Thousand and No/100 ----- Dollars, and against loss by windstorms for the sum of at least Two Hundred Twenty-five Thousand and No/100 ----- Dollars, in companies designated by said second party or its assigns, and the policy or policies thereof, and all other policies of insurance on said improvements, including the renewals thereof, constantly assigned and delivered to said second party, or to the holder of said notes, all renewals to be delivered at least seven days before the expiration of old policies, for further securing the payment of said notes, with power to settle and compromise all loss claims, to demand, receive and collect any and all moneys becoming payable thereunder, and apply the same toward the payment of said notes, unless otherwise paid, or upon the repair or reconstruction of the improvements upon said premises, and in the event of foreclosure hereunder, with power to assign to the purchaser the unexpired term of said policies; (3) permit second party or assigns to collect all sums awarded as the value of any portion of said premises, taken or damaged by any proceedings in the exercise of the power of eminent domain or by reason of any municipal improvement, or for the injury to the land remaining or to the improvements thereon; (4) keep said land and improvements thereon free from all statutory lien claims of every kind; (5) keep said improvements in good repair, and permit no waste thereon or substantial deterioration thereof; (6) protect and sustain the title to said premises against the claims of all persons whomsoever; and if any or either of said agreements be not performed as aforesaid, then second party or its assigns may procure complete abstracts of title; may effect such insurance; may make such repairs; may pay the final judgment for any statutory lien claim, including costs; and is authorized at its option to bring or defend suits in order to sustain the title to said premises, or it may purchase or pay off any adverse claims and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said notes secured hereby.

In case of foreclosure said second party and its assigns shall be entitled, upon filing a petition, to the appointment of a Receiver who shall have charge of the premises pending foreclosure; all sums collected by the Receiver as income from said premises may, after payment of taxes and expense of maintenance, be applied to the satisfaction of any judgment secured in said suit.

And the said parties of the first part hereby covenant and warrant that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible state of inheritance therein, free and clear of all incumbrance and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever; against the lawful claim of all persons whomsoever. It is further mutually agreed that the party of the second part and its assigns and the purchaser at any foreclosure sale made hereunder, for further security, shall be subrogated to the lien or liens, though released of record, of any prior incumbrances or vendor's lien on said premises paid out of the proceeds of this loan.

And the said parties of the first part agree to pay all taxes and assessments of every nature which are or may be assessed against said land and improvements, or either of them, or any part thereof, including any taxes levied on the amount secured by this mortgage or the interest payable thereon, before the same become delinquent; and, if not so paid, party of the second part, or its assigns, may pay same and for the repayment of all moneys paid in the premises, including reasonable attorneys' fees and a reasonable fee for service rendered by party of the second part because of such default, with interest thereon from the time of payment at the rate of ten per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note or notes secured hereby.